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July 3, 2008

RECORDATION NO. 27556 FILED

Anne Quinlan, Esq.
Acting Secretary
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423

JUL 03 '08 -8 20 AM

SURFACE TRANSPORTATION BOARD

Dear Ms. Quinlan:

Enclosed for recording with the Surface Transportation Board is an Assignment of Lessor's Interest in Lease dated 5/30/08 including the following parties and railroad equipment:

Assignor: Manufacturers and Traders Trust Company
25 South Charles Street
Baltimore, MD 21201

Assignee: Interstate Commodities, Inc.
7 Madison Street
Troy, NY 12181

Equipment: 89, Covered Hoppers
PFMX 201-300, NI

Please record this agreement as a primary document. The filing fee of \$35 is enclosed.

Summary: Assignment of Lessor's Interest in Lease dated 5/30/08 between Manufacturers and Traders Trust Company as Assignor and Interstate Commodities, Inc. as Assignee including 89 Covered Hoppers, PFMX 201-300, NI.

Sincerely,



Mary Ann Oster
Research Consultant

Enclosure

RECORDATION NO. 27556 FILED

JUL 03 '08 -8 20 AM

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

SURFACE TRANSPORTATION BOARD

~This ASSIGNMENT is made as of May 30, 2008, by Manufacturers and Traders Trust Company, a Maryland corporation ("*Assignor*") in favor of Interstate Commodities, Inc., a New York corporation ("*Assignee*").

RECITAL

Pursuant to the Purchase Agreement dated as of May 30, 2008, between the parties hereto (the "*Purchase Agreement*"), Assignor has agreed to sell and transfer to Assignee, and Assignee has agreed to acquire from Assignor, the Lease and the Units (the marks for which are reflected on Exhibit A hereto). Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Purchase Agreement.

SECTION 1. SALE AND ASSIGNMENT OF LEASE.

Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, as of the Closing Date all its right, title and interest in, to and under the Lease.

SECTION 2. EXCEPTION.

Notwithstanding the foregoing, Assignor shall retain, and Assignee shall acquire no interest in, any and all rights, benefits or remedies, or obligations, under or with respect to the Lease or any of the other Operative Documents arising or accruing prior to the Closing Date (collectively, the "*Reserved Rights*").

SECTION 3. ENFORCEMENT OF LEASE PROVISIONS BY ASSIGNEE.

By virtue of the assignment of the Lease by Assignor to Assignee, Assignee shall, in its own name and without the need for any involvement by Assignor, have the sole right and privilege to enforce all rights, remedies and provisions of the Lease against the Lessee, and shall be able to retain for its own account any amounts paid by the Lessee in fulfillment of its obligations thereunder. Without limiting the generality of the foregoing, and for the avoidance of doubt, Assignor confirms to Assignee that Assignee shall be entitled to enforce all provisions of the Lease relating to the maintenance, return, redelivery, storage, inspection, repair or relining of the Units.

SECTION 4. ACCEPTANCE.

Assignor hereby accepts assignment of the Lease.

SECTION 5. MISCELLANEOUS.

Assignor shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement is made and entered into in New York, and the laws of New York shall govern the validity and interpretation hereof.

In Witness Whereof, the assignor and assignee have executed and delivered this Assignment as of the date and year first above written.

[signature and acknowledgment pages follow]

FROM :

FAX NO. :

Jul. 03 2008 08:01PM P5

In Witness Whereof, the assignor has executed and delivered this Assignment as of the date and year first above written.

ASSIGNOR:

M&T CREDIT SERVICES, LLC

By: 
Name: Jeffrey A. Millard
Title: Vice President

FROM :

FAX NO. :

Jul. 03 2008 08:02PM P6

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

On this 29th day of May, 2008 before me appeared, Jeffrey A. Millard to me personally known, who being by me duly sworn, says that he is the Vice President of M&T Credit Services, LLC that said instrument was signed on May 29th 2008 on behalf of said limited liability company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

[Notarial Seal]


Notary Public

HENRYKA W. GRYC CRAIG
NOTARY PUBLIC STATE OF MARYLAND
County of Baltimore
My Commission Expires September 20, 2005

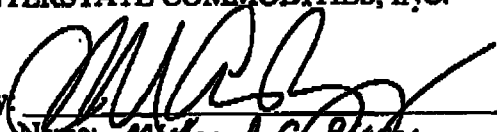
FROM :

FAX NO. :

Jul. 03 2008 08:02PM P7

Assignee:

INTERSTATE COMMODITIES, INC.


By: 
Name: Michael E. Prather
Title: Vice President

STATE OF NEW YORK)

COUNTY OF RENSSELAER)

ss.:

On this 2nd day of June, 2008, before me appeared, Michael G. Piazza, to me personally known, who being duly sworn, says that he is vice president of Interstate Commodities, Inc., that said instrument was signed on May 30, 2008 on behalf of said corporation by authority of its board of directors, and he acknowledged the execution of the foregoing instrument was the free act and deed of the said corporation.


Notary Public

JOHN V. HARTZELL
Notary Public, State of New York
No. 02HA6022457
Qualified in Jefferson County
Commission Expires March 29, 20 11

EXHIBIT A

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FROM :

FAX NO. :

Jul. 03 2008 08:03PM P10

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